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STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No: Date Filed:

INSTRUCTIONS: File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES If so, Case No. SF-CE-1462-H NO
1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

a. Full name: UAW Local 4811 (See Attachment A for full name)
b. Mailing address: 2730 Telegraph Ave., Floor 1, Berkeley, CA 95705
c. Telephone number: (510) 549-3863

d. Name and title of person filing charge: Margo A. Feinberg, Attorney
Telephone number: 323-655-4700

E-mail Address: margo@ssdslaw.com

Fax No.:

e. Bargaining unit(s) involved: BX/BR, AR, and PX Bargaining Units

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION EMPLOYER

a. Full name: Regents of the University of California
b. Mailing address: 1111 Franklin Street, 8th Floor, Oakland, CA 94607
c. Telephone number: (510) 987-9220

d. Name and title of agent to contact: Daniel Menezes, Chief Negotiator
Telephone number: (510) 987-9144

E-mail Address: daniel.menezes@ucop.edu

Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:
b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:
b. Mailing address:
c. Agent:

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE**PERB Received
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Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes No **6. STATEMENT OF CHARGE**

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)

Ralph C. Dills Act (Gov. Code, § 3512 et seq.)

Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)

Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)

A Covered Public Utilities Code Transit Employer (BART (Pub. Util. Code, § 28848 et seq.), Orange County Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles County Metropolitan Transportation Authority (Pub. Util. Code, § 99560 et seq.)).

Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)

Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:
Gov. Code §§ 3550, 3560(e), 3565, 3570, and 3571(a), (b), and (c); PERB Regulation 32611(a).

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (**a copy of the applicable local rule(s) MUST be attached to the charge**):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

See Attachment A

DECLARATIONI declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on May 10, 2024at Los Angeles, California (Date)

(City and State)

Margo A. Feinberg

(Type or Print Name)



(Signature)

Title, if any: Attorney for Charging PartiesMailing address: 6300 Wilshire Boulevard, Suite 2000
Los Angeles, CA 90068Telephone Number: 323-655-4700E-Mail Address: margo@ssdslaw.com

ATTACHMENT A TO AMENDED UNFAIR PRACTICE CHARGE

1(a). Charging Party

Full name: International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4811.¹

6(d). Statement of the Conduct Constituting an Unfair Practice

I. Introduction and Summary of Charges

University employees represented by UAW Local 4811 should not be *forcibly arrested and deprived of their very liberty* for participating in a non-violent political protest on campus. Yet, that is the outrageous and extreme course of action that the Regents of the University of California (“University” or “UC”) has followed at UCLA and UC San Diego to suppress the speech of its workers who are engaged in concerted activity relating to their terms and conditions of employment.

The University requested this forceful police intervention against peaceful employee protesters at UCLA one day after it *shamefully allowed and condoned a violent attack* against the same peaceful protesters by a large mob of anti-Palestinian attackers, waiting over two hours after the attack began before requesting police intervention. The University has further *issued discipline and suspension notices to peaceful protesters* at UC San Diego and UC Irvine, an unprecedented penalty previously reserved only for the most egregious misconduct. This disparate, content-based disfavor toward pro-Palestine speech is an affront to the rights of employees to engage in peaceful protest.

The University's conduct violated the Higher Education Employer-Employee Relations Act (“HEERA” or the “Act”) prohibition on retaliating against employees for engaging in concerted actions related working conditions. In addition to standing in solidarity with the people of Palestine, the *employees were demanding numerous workplace-related changes*. These included empowering researchers to opt out from funding sources tied to the military or oppression of Palestinians; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; and requesting the disclosure and divestment of University funds from Israel's war effort. By summoning the police to forcibly arrest and/or issuing interim suspensions to these employees, the University has violated their employee rights under HEERA.

The University's conduct further constitutes an unlawful departure and unilateral change from its existing discipline and workplace free speech policies without providing notice or bargaining. In doing so, it violated its policy of content neutrality toward speech by favoring those engaged in anti-Palestine speech over those engaged in pro-Palestine speech. It went further by unilaterally changing workplace policies by *prohibiting pro-Palestine speech at the*

¹ Former UAW Locals 2865 and 5810 recently merged and became UAW Local 4811.

worksite. UCLA used its powers to not only change policy but then, in an unprecedented act, used brute force and police intervention to prevent students and workers from exercising what have been historic rights at the University. The University also sent a mass communication related to these events that wrongfully interferes with employee rights and wrongfully attempts to undermine UAW Local 4811

As further detailed below, the University has violated California Government Code sections 3550, 3560(e), 3565, 3570 and therefore HEERA sections 3571(a), (b), (c), and (f), and the Prohibition on Public Employers Deterring or Discouraging Union Membership (“PEDD”), PERB Regulation 32611(a).

II Unlawful Conduct at UCLA

A. The University Interferes with and Retaliates Against Bargaining Unit Members for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

On or about April 25, 2024, University students and employees, including employees in bargaining units represented by UAW Local 4811, set up around 30 tents in front of Royce Hall at Dickson Plaza on the UCLA campus (the “UCLA Palestine Solidarity Encampment”).² The UCLA Palestine Solidarity Encampment announced that they had organized the encampment in solidarity with people of Palestine, while also making specific demands on the University related to their terms and conditions of employment. These workplace demands included creating an employee personal conscious right to opt out of participation in military-funded research as part of employment; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; requesting the disclosure and divestment of University funds from Israel's war effort; and opposing the University's disparate negative treatment of employee pro-Palestine speech in the workplace.

On April 30, 2024, the University provided notice to the UCLA Palestine Solidarity Encampment informing them that their protest was “unlawful and violates university policy” and could result in suspension or expulsion.³

On the night of April 30, 2024, at approximately 10:30 pm, after UCLA declared the protest unlawful, a large group of anti-Palestine counter-protesters violently attacked the UCLA Palestine Solidarity Encampment and the employees within it. These counter-protesters, who were wearing masks to conceal their identity, attempted to storm the encampment by force. They

² “UCLA community organizes encampment in response to national call for escalation,” *Daily Bruin*, April 25, 2024, <https://dailybruin.com/2024/04/25/ucla-community-organizes-encampment-in-response-to-national-call-for-escalation>

³ “UCLA declares encampment unlawful, states potential consequences for participants” *Daily Bruin*, April 30, 2024, <https://dailybruin.com/2024/04/30/ucla-declares-encampment-unlawful-states-potential-consequences-for-participants>

sprayed chemical irritants onto the protesters, beat them with sticks, and launched fireworks directly into the encampment, causing severe injuries.⁴

The University failed to respond to this violent conduct and protect their employees engaged in peaceful political protest. The few UCLA police officers on-site quickly retreated, and the on-site security guards hired by UCLA stood by and watched the chaos, choosing instead to protect the University's property instead of its employees.⁵ The University failed to request law enforcement support to stop the violent attack until 12:45am, over two hours after the attacks began.⁶ Police did not begin moving into the area to quell the violent attacks until after 1:30 am, at which point many of the counter-protesters had already fled.⁷ Based on the Union's knowledge, no individuals have been arrested in relation to the attack on the April 30, 2024.

In contrast to the lack of police response to the violent attack by anti-Palestine counter-protesters on April 30, 2024, the University summoned a massive number of police officers on the evening of May 1, 2024 for the purpose of ejecting and arresting the employees engaged in peaceful protest in the UCLA Palestine Solidarity Encampment.⁸ At around 5:50 p.m. on May 1, 2024, the UCLA Police Department ordered the employees and students in the Solidarity Encampment in Dickson Plaza to disperse.⁹ The police issued another dispersal order at 12:30 am and included the warning protesters "risk serious injury" if they fail to leave the area.¹⁰ By about 1:20 am on May 2, 2024, police officers began sweeping the encampment and arresting protesters.¹¹ At around 2:50 am, police in riot gear began to engage with the protesters, and at 3:20 am 10 loud noises, believed to be police flash bang grenades, occurred in rapid succession.¹² At this point, police began arresting and zip tying the employee and student protesters. Over 200 protesters, including employees in bargaining units represented by UAW Local 4811, were ultimately arrested.

Police officers used unnecessary force in ejecting and arresting the employee protesters on the night of May 1 and early morning of May 2, 2024. Officers pointed guns loaded with rubber bullets at the protesters, despite pleas for them to stop.¹³ The police ultimately fired

⁴ "How Counter-protesters at UCLA Provoked Violence, Unchecked for Hours," *NY Times*, May 3, 2024, <https://www.nytimes.com/interactive/2024/05/03/us/ucla-protests-encampment-violence.html>

⁵ "'Unacceptable': Why it took hours for police to quell attack at UCLA pro-Palestinian camp," *LA Times*, May 2, 2024, <https://www.latimes.com/california/story/2024-05-01/why-did-it-take-police-so-long-to-end-the-violent-clashes-at-ucla>

⁶ *Id.*

⁷ *Id.*

⁸ "Hundreds of protesters detained after police breach pro-Palestine encampment at UCLA," *Daily Bruin*, May 3, 2024, <https://dailybruin.com/2024/05/02/lapd-breaches-palestine-solidarity-encampment-at-ucla-in-dispersal-attempt>

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

several rounds of rubber projectiles at protesters, causing severe injuries.¹⁴ According to the LA Times, one man shot with a rubber projectile round needed surgery on his finger, which was so badly hurt that doctors considered amputation.¹⁵ Another man required 11 staples and 4 stiches at a hospital to close a wound after he was hit by a police rubber bullet.¹⁶

B. The University Unilaterally Changed the Terms and Conditions of Employment Regarding Employees' Rights to Protest Peacefully at the Worksite

Under existing University policy, employees have the right to engage in peaceful protest at the worksite and the University is obligated to respond to non-violent employee protests with de-escalation and minimal outside police presence. The University is further prohibited from banning or disfavoring speech because of the content of its message, while required to prioritize prevention of violent crime over the enforcement of non-violent offenses. These policies include but are not limited to the University's 2021 policy "UC Community Safety Plan"¹⁷ and UCLA's 2010 policy "UCLA Regulations on Activities, Registered Campus Organizations, And Use Of Properties."¹⁸

However, through its actions on April 30, May 1, and May 2, 2024, the University unilaterally changed its campus policies on employee speech without providing notice to the UAW Local 48111 or the opportunity to bargain. As detailed above, the University favored anti-Palestine speech when waiting nearly two hours to call for police to respond to a violent attack by anti-Palestine counter-protesters in the middle of the night, then decided the very next day to request a massive outside police contingent to confront peaceful pro-Palestine protestors with riot gear and rubber bullets.

The University's 2021 UC Community Safety Plan states, "[t]he University will prioritize deterrence and violent crime prevention over the enforcement of non-violent minor offenses."¹⁹ The Policy further states, "[t]he University will reinforce existing guidelines that minimize police presence at protests, follow de-escalation methods in the event of violence and seek non-urgent mutual aid first from UC campuses before calling outside law enforcement agencies."²⁰ The University unilaterally changed this policy when it failed to intervene to stop the violent

¹⁴ "Police report no serious injuries. But scenes from inside UCLA camp, protesters tell a different story," *LA Times*, May 3, 2024, <https://www.latimes.com/california/story/2024-05-03/injuries-during-clearing-of-ucla-encampment>

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ "UC Community Safety Plan," *University of California*, 2021, p. 4, <https://www.ucop.edu/uc-operations/systemwide-community-safety/policies-and-guidance/community-safety-plan/uc-community-safety-plan.pdf>

¹⁸ "UCLA Regulations on Activities, Registered Campus Organizations, And Use of Properties," *UCLA*, July 20, 2010, <https://equity.ucla.edu/wp-content/uploads/2017/05/UCLA-TPM-Regulations.pdf>

¹⁹ UC Community Safety Plan, p. 4

²⁰ *Id.*

attacks on April 30, 2024, then called in police to eject and arrest the non-violent protesters on May 1 and 2, 2024. The University further modified this policy on May 1 and 2, 2024, when it chose to call outside law enforcement, instead of mutual aid from other campuses, to confront, eject, and arrest peaceful protesters.

UCLA's 2010 campus speech regulation states in its introduction that "[f]ree and open association, discussion and debate are important aspects of the educational environment of the University, and should be actively protected and encouraged, even where the positions advocated are controversial and unpopular."²¹ This regulation applies to "the rights and responsibilities of all members of the University community, including...employees," and states that on University grounds generally open to the public individuals "may assemble and engage in discussion or non-amplified speech."²² The policy further requires that all time, place, and manner restrictions shall not be based on the content of the speaker's message, as required by the U.S. Constitution.

On October 2, 2023, UCLA reaffirmed its employee speech policy, stating that the University is barred "from prohibiting speech or other forms of expression based on the viewpoint of the speaker. The right to freedom of speech secured by the First Amendment is held by students, faculty and staff."²³ The statement went on to affirm that this policy applies even in cases in which the speaker presents ideas that some people find offensive.

On October 25, 2023, UCLA further explained its policy against content-based restrictions, while citing to its 2010 speech regulation:

Content-based restrictions are generally unconstitutional. Thus, if a university wants to ban speech because of the content of the message (e.g., speech about abortion, or affirmative action, or Middle East politics), it is really, really hard to do consistent with the First Amendment.²⁴

Thus, under existing University policy, employees had the right to engage in peaceful protest at the worksite. However, when faced with the UCLA Palestine Solidarity Encampment, UCLA unilaterally changed its workplace free speech policies. In so doing it violated its policy of content neutrality toward speech by favoring those engaged in anti-Palestine speech over those engaged in pro-Palestine speech. It went further by unilaterally changing workplace policies by prohibiting pro-Palestine speech at the worksite. UCLA used its powers to not only change policy but then, in an unprecedented act, used brute force and police intervention to prevent students and workers from exercising what have been existing employee rights at the University.

²¹ UCLA Regulations on Activities, Registered Campus Organizations, And Use of Properties, p. 1

²² Id., p. 1, 12.

²³ "Rights and Responsibilities Related to Free Expression," *UCLA*, October 2, 2023, <https://evcp.ucla.edu/announcements/2023-24/rights-and-responsibilities-related-to-free-expression/>

²⁴ "Free Speech on Campus, The Basics, The Myths, The Challenges," *UCLA*, October 25, 2025, p. 4-5, <https://ucla.app.box.com/v/free-speech-on-campus>

C. The University Unilaterally Changed the Terms and Conditions of Employment Regarding Teaching and Work Obligations

In response to the UCLA Palestine Solidarity Encampment, on May 2, 2024, the University unilaterally announced several changes that impacted UAW Local 4811 bargaining unit members' teaching and work obligations, including but not limited to changing employee schedules, hours, and workloads.

First, on May 1, 2024, at 8:00 am, the University cancelled all classes scheduled to occur on May 1, 2024.²⁵ This change materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the BX/BR bargaining unit, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Second, on May 1, 2024 at 6:30 pm, the University announced that all classes scheduled for May 2 and 3, 2024 were required to switch to online remote instruction.²⁶ This change also materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the BX/BR bargaining unit, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Third, on or about May 1, 2024, the University announced that previously scheduled midterm exams for many classes would be delayed.²⁷ This change materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the BX/BR bargaining unit, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

III. Unlawful Conduct at UC San Diego

A. The University Requests Police Intervention Against Unit Members at UC San Diego In Retaliation for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

On or about May 1, 2024, University students and employees, including employees in bargaining units represented by UAW Local 4811, set up tents and established the "Gaza Solidarity Encampment" on the UC San Diego campus outside the Student Health and Wellness Center along Library Walk. The Gaza Solidarity Encampment announced that they had organized the encampment in solidarity with people of Palestine, while also making specific demands on the University related to their terms and conditions of employment. These workplace demands included empowering researchers to opt out from funding sources tied to the

²⁵ Campus Activity Updates, <https://bso.ucla.edu/>

²⁶ *Id.*

²⁷ "Before the Violence, U.C.L.A. Thought a Tolerant Approach Would Work," *NY Times*, May 1, 2024, <https://www.nytimes.com/2024/05/01/us/ucla-classes-protests.html>

military or oppression of Palestinians; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; requesting the disclosure and divestment of University investments in weapons manufacturers, military contractors, and companies profiting from Israel's war on Gaza; supporting employees' right to free speech and political expression on campus; and amnesty for all employees who face disciplinary action or arrest due to protest.

On May 1, 2024, University Chancellor Pradeep K. Khosla emailed all UC San Diego employees and students. The email declared that the encampment "is a violation of university policy" and stated that sanctions for violating University policy include "interim suspension, suspension, dismissal or legal action."

On May 5, 2024, Chancellor Khosla emailed all UC San Diego employees and students to declare the encampment was "unlawful" and state, without any explanation, that the encampment "is not a peaceful protest." Also on May 5, 2024, protesters reported being threatened by a counter-protester who menaced protesters with an 80-pound German Shepherd on a leash and stated his dog would eat alive a counter-protester 18-pound dog. Based on the Union's knowledge, the University has taken no action regarding this counter-protester.

On May 6, 2024, at approximately 5:45 a.m., police officers declared the Gaza Solidarity Encampment an unlawful assembly and that the protesters could be subject to tear gas and arrest if they did not leave the encampment. At approximately 6 a.m., over 100 police officers dressed in riot gear from University of California Police, California Highway Patrol and the San Diego County Sheriff's Department stormed the Gaza Solidarity Encampment and began making arrests.

As part of the arrests, police officers hit the peaceful protesters with wooden batons, shoved them with direct physical force, and sprayed chemical irritants on them, resulting in injuries to multiple UAW Local 4811 members. At least one undergraduate student sustained injuries requiring hospital treatment.

Overall, the police arrested 65 protesters, including University employees represented by UAW Local 4811, and charged them with misdemeanor offenses including Penal Code § 409 (Remaining at the scene of an unlawful assembly), Penal Code § 148(A)(1) (Resisting an officer), and San Diego Municipal Code § 54.01101 (Unauthorized encroachment of a public right of way). After arresting the protesters, the police detained the individuals in the Price Center, UC San Diego's student center. During the detainment, the authorities denied an arrested UAW Local 4811 member access to their diabetes medication, risking serious harm.

The University's request for police intervention against peaceful employee protesters constitutes retaliation against UAW Local 4811 members for engaging in protected concerted protest activity in violation of HEERA.

B. The University Disciplines and Suspends Unit Members at UC San Diego in Retaliation for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

In an outrageous response to peaceful protest activity, the University has issued interim suspension notices "effective immediately" to student employees, a discipline previously reserved only for the most egregiously dangerous misconduct. This harsh penalty is completely out of proportion with the minor alleged infractions and constitutes retaliation against student employees for exercising their employee rights under HEERA.

Immediately following the arrests on May 6, 2024, the University issued notices of student discipline under the UC policy on Student Conduct and Discipline to each of the graduate student employees arrested. These disciplinary notices purport to institute an "immediate interim suspension" in their capacity as students. Yet the University subsequently informed the employees that as a result of the student suspension, employees were also suspended from their employment.

The disciplinary notice constituted a pre-printed form with personal details about the arrestee handwritten in. The Notice lists six possible offenses, some or all of which were checked off in handwriting. The possible offenses listed included: "PPM 516-10.3 Camping," "PPM 510-1 IX Unreasonably disrupting or interfering with university business," "PACAOS 102.09 Harassment," "PACAOS 102.12 Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other university activities;" "PACAOS 102.15 Participation in a disturbance of the peace or unlawful assembly;" and "PACAOS 102.16 Failure to comply with the directions of a University official or other public official acting in the performance of his or her duties while on University property." The completed form with the arrestee's name and the checked offenses committed was physically handed to the arrestee at the time of their release from police custody.

Later the same day, the University sent via email a notice of interim suspension to at least 40 individuals, including graduate student employees represented by UAW Local 4811. (Exhibit 1, UCSD Notice of Interim Suspension) The email stated the individual "participated in the encampment located on Library Walk until it was dispersed today" and that "[t]he information described above, if true, provides cause to believe that your continued presence at UC San Diego is reasonably likely to lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus." The notice provided no explanation of how a peaceful protest encampment justifies a suspension or is reasonably likely to lead to physical harm, threats of conduct, or other conduct threatening the health or safety of any person. The suspension was "effective immediately."

The University also suspended at least one University employee *who was not even arrested* on May 6, 2024 or any other day. This employee's interim suspension notice was substantially identical to other notices issued, with the only allegation being "you co-led and participated in the encampment located on Library Walk until it was dispersed today."

On May 7, 2024, the University sent an updated Notice of Interim Suspension, which included *post-hoc* information about items recovered from the Gaza Solidarity Encampment. (Exhibit 2, Updated Notice of Interim Suspension) This information was added to all of the notices, without any attempt to identify if these items belonged to the individuals begin suspended.

The interim suspensions constitute a shocking level of retaliation against peaceful protest activity. The University has previously reserved this penalty for serious and imminently dangerous misconduct, such as bring an assault weapon to campus or rape.²⁸ UC San Diego issued 16 interim suspensions all of last year yet has issued 40 in just the past week for conduct related to the Pro-Palestine protests.²⁹ Such extreme disciplinary measures in response to peaceful protest activity suppress free expression of ideas and violate the First Amendment, in addition to being retaliation against protected concerted activity in violation of HEERA.

Under UC San Diego policy, the consequences for the suspension also include eviction from University housing. (Exhibit 3, UC San Diego Academic Integrity Office, Suspension: Housing FAQ) The UC San Diego's Suspension FAQ states:

[Question:] I have been suspended but I currently live on campus. Do I have to move?

[Answer:] University housing is reserved only for currently enrolled students so yes, you must move out of campus housing.

[Question:] Can I move back on campus at the end of my suspension?

[Answer:] You will have to apply for on-campus housing when you return from your suspension. Note that due to the limited amount of housing available on campus, you will need to add your name to the housing waitlist...

(Exhibit 3) While UC San Diego has not applied this policy yet to the suspended employees yet, this harsh threat is completely out of proportion to the minor alleged infractions listed on the notice of suspension.

The University has also informed the suspended student employees that they have been suspended from their employment as well. This is consistent with the suspension notice, which states the student employees are "prohibited from attending any classes, entering University facilities, and participating in any University-Supported Activities." (Exhibit 1) The email added that "failure to follow this prohibition may subject you to arrest and/or a misdemeanor charge." (Exhibit 1) Bargaining unit members have spent years of hard work in excelling academically to

²⁸ Student Protesters Face Same Suspensions as Those Who bring assault rifles to campus," *LA Times*, May 9, 2024, <https://www.latimes.com/california/story/2024-05-09/student-protesters-face-same-suspensions-as-those-who-bring-assault-rifles-to-campus>

²⁹ Id.

reach this point, and their careers must not be jeopardized and put into peril because they chose to exercise their right to collectively voice concerns regarding employment-related issues.

The University's harsh, disparate, and immediate discipline of the student employees demonstrates its unlawful retaliatory motive. Under HEERA, factors demonstrating the University's action was at least substantially motivated by the employee's protected activities include: "disparate treatment of the employee," "departure from established procedures and standards when dealing with the employee," "a cursory or inadequate investigation of the employee's alleged misconduct, and "a punishment that is disproportionate based on the relevant circumstances." *Regents of the University of California* (2020) PERB Dec. 2704-H, p. 21-22. All these factors are met here.

Moreover, HEERA expressly protects the rights of student employees, and the University cannot circumvent and undermine these rights held by graduate student employees by interfering with and issuing reprisals against the purported student portion of this inseparable dual status. It would defeat the very purpose of HEERA if student employees were afforded the right to engage in concerted activity regarding terms and conditions of employment only to then allow employers carte blanche to punitively tarnish the employee's student status for exercising that right, especially when student status ultimately dictates eligibility for student employment.

The University's discipline and suspension of unit employees constitutes retaliation for engaging in protected concerted protest activity in violation of HEERA.

C. The University at UC San Diego Unilaterally Changed the Terms and Conditions of Employment and Interfered with Employee Rights by Issuing Employee Discipline Through Student Conduct Proceedings

The University's use of student conduct proceedings to suspend the employment of UAW Local 4811 members at UC San Diego constitutes a unilateral change in violation of HEERA. The BX and BR contracts describe the process the University must follow for discipline of employees in the bargaining unit. (See <https://uaw2865.org/sr-contract/> and <https://uaw2865.org/ase-contract/>). However, by issuing student conduct discipline, the University tossed those rights aside and designed its own discipline outside the contract and the Union relationship.

Under the Discipline and Dismissal provisions of both the BX and BR contracts, for any suspension without pay, the University must first issue a written notice of intent, provide the employee ten days to respond orally or in writing, then issue a notice of action. The Employee further has the right to a Union representative and the Union must be provided a copy of the discipline. The discipline must be supported by just cause, and the Union may grieve discipline and bring the matter before a neutral arbitrator.

The University followed none of these procedures when it issued student conduct suspensions to UAW Local 4811 members. The University neither issued a notice of intent nor provided a copy to the Union. The University scheduled interim suspension hearings for a mere four days after the interim suspension was issued. Overall, the student conduct proceedings are

fully controlled by the employer and heavily tilted in its favor. For example, the final decisionmaker in student conduct proceeding is University management, not a neutral arbitrator.

Suspending an employee through student conduct proceedings repudiates and destroys the employees' contractual rights regarding under the BR and BX contracts. This constitutes a unilateral change with notice or opportunity to bargain.

D. The University at UC San Diego Unilaterally Changed the Terms and Conditions of Employment Regarding Employees' Rights to Protest Peacefully at the Worksite

Under existing University policy, as detailed in Section II.B above, employees have the right to engage in peaceful protest at the worksite and the University is obligated to respond to non-violent employee protests with de-escalation and minimal outside police presence. The University is further prohibited from banning or disfavoring speech because of the content of its message. These policies include but are not limited to the University's 2021 policy "UC Community Safety Plan" and UC San Diego's "Policy on Free Speech, Advocacy and Distribution of Literature on University Grounds."³⁰

However, through its actions on May 6, 2024 at UC San Diego, the University unilaterally changed its campus policies on employee speech without providing notice to the UAW Local 4811 or the opportunity to bargain. As detailed above, the University choose to forcible eject and arrest peaceful employee protesters based on minor non-violent offenses using outside law enforcement agencies, rather than minimizing police presence at protests and pursuing de-escalation. The university further failed to impose any sanction to a counter-protester who menaced protesters with an 80-pound German Shepherd. The University choose to issue interim suspension notices to the protesters, an unprecedented level of discipline for peaceful expressive activity.

Such conduct directly contradicts the University's 2021 UC Community Safety Plan states, "[t]he University will prioritize deterrence and violent crime prevention over the enforcement of non-violent minor offenses." The Policy further states, "[t]he University will reinforce existing guidelines that minimize police presence at protests, follow de-escalation methods in the event of violence and seek non-urgent mutual aid first from UC campuses before calling outside law enforcement agencies."

The University's conduct also violates and unilaterally changes UC San Diego's Policy on Free Speech, which states, "[e]xpressive activity may occur on all university grounds," and that "UC San Diego shall apply the following time, place and manner restrictions in a reasonable fashion and in a manner that promotes and protects free speech. Such restrictions shall be enacted in a manner that minimizes the limitation on expressive activity." [Section III. Policy]

³⁰ Policy on Speech, Advocacy and Distribution of Literature on Campus , UC San Diego, Policy & Procedure Manual, October 4, 2010, <https://adminrecords.ucsd.edu/ppm/docs/510-1.9.HTML>

Moreover, the University has imposed harsher penalties to student employees engaged in pro-Palestine speech than it has ever issued to student employees engaged in other expressive protest activities. By issuing interim suspensions to student employees engaged in Pro-Palestine protests, when it has not issued such discipline to previous student employee protests, including past encampments, the University has breached its obligation to content-neutrality toward employee political speech.

Thus, by changing its speech policies without advance notice to the union or an opportunity to bargain, the University employee rights under violated HEERA.

E. The University at UC San Diego Unilaterally Changed the Terms and Conditions of Employment Regarding Work Obligations, Security Checks, and Health Care

In response to the Gaza Solidarity Encampment, on May 6, 2024, the University unilaterally announced several changes that impacted BX/BR, PX and AR bargaining unit employees' work obligations and health care, instituting adding security checkpoints, switching to remote instruction, and closing the student health center.

First, at 6:20 am, the University announced that all classes scheduled for May 6, 2024 were required to switch to online remote instruction. This change also materially affected the working conditions of UC San Diego Teaching Assistants, as well as other graduate student employees in the BX/BR bargaining unit, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Second, the University announced that all campus building would be closed on May 6, 2024. This change materially affected the working conditions of working conditions of UC San Diego employees in the BX/ BR, PX and AR bargaining units. Researchers were physically locked out of their laboratories, yet no clear instruction was provided on how these employees should report to work or fulfil their duties. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Third, the University instituted security checkpoints on all roads entering into campus and began asking all employees for identification. These changes materially affected the working conditions of UC San Diego employees in the BX/ BR, PX and AR bargaining units. The security checkpoints impeded employees' ability to reach their worksite in a timely manner, increased the period of time the employees were under the direction and control of their employer, and severely delayed any employee who did not have their University identification in their possession. The University announced and implemented these changes without advanced notice to the UAW Local 4811 or opportunity to bargain.

Fourth, the University unilaterally closed the UC San Diego student health center on May 6, 2024, which is the primary healthcare provider for many University employees. These changes materially affected the terms and conditions of employment for UC San Diego employees in the ASE, BR, PX and AR bargaining units. The change resulted in the denial of healthcare access for

many employees. Employees were unable to pick up crucial medication, attend doctor's appointments, or receive mental health care. Moreover, the University provided no instructions on how employees could contact the pharmacy or transfer prescriptions. The University announced and implemented these changes without advanced notice to the UAW Local 4811 or opportunity to bargain.

IV. Unlawful Conduct at UC Irvine

A. The University Disciplines and Suspends Unit Members at UC Irvine in Retaliation for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

In a troubling extension of the unlawful conduct alleged above in Section II and III, the University issued a notice of interim suspension on May 8, 2024 at UC Irvine to one UAW Local 4811 member and two undergraduates in retaliation for their participation in and leadership of the Gaza Solidarity Encampment at UC Irvine. This outrageous response to peaceful protest activity constitutes retaliation against student employees for exercising their employee rights under HEERA.

On or about April 29, 2024, University students and employees, including employees in bargaining units represented by UAW Local 4811, established a Gaza Solidarity Encampment at UC Irvine between Rowland Hall and Croul Hall. Similar to UCLA and UC San Diego, the demands of the UC Irvine encampment included workplace-related changes including empowering researchers to opt out from funding sources tied to the military or oppression of Palestinians and opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students. However, unlike UCLA and UC San Diego, no arrests have been made at UC Irvine related to the protest encampment, and it continues to exist at the time of this filing.

On May 8, 2024, the University issued an interim suspension notice to at least one student employee represented by UAW Local 4811. (Exhibit 4, UCI Notice of Interim Suspension) As justification for this suspension, the notice states the employee "participated in and organized an unlawful encampment near Rowland Hall and Croul Hall on the UC Irvine campus" and "disrupted University teaching, research, administration, and activities by participating in an unlawful assembly," "failed to comply with amplified sound restrictions," "failed to obtain an amplified sound permit," "camped overnight on University property," "failed to comply with directions of University personnel," and "erected a structure on campus without obtaining advance permission from Environmental Health & Safety." (Exhibit 4, p. 2)

The suspension notice also expressly evicts the student employee from campus housing, stating "This exclusion from UCI includes any and all University housing facilities." (Exhibit 4, p. 3) This harsh penalty is completely out of proportion to the minor alleged infractions listed on the notice of suspension.

The suspension also appears to apply to the student employee's employment. Specifically, the suspension notice states, "you are directed to not appear, physically or virtually, on the UCI

campus, or at any location where UCI classes or programs sponsored by UCI are taking place..." (Exhibit 4, p. 3)

As further explained in Section IV.B, the University's suspension of the unit employee constitutes retaliation against a UAW Local 4811 member for engaging in protected concerted protest activity in violation of HEERA.

B. The University at UC Irvine Unilaterally Changed the Terms and Conditions of Employment and Interfered with Employee Rights by Issuing Employee Discipline Through Student Conduct Proceedings

The University made a unilateral change by suspending the employment of a UAW Local 4811 member at UC Irvine using student conduct proceedings. As explained in Section IV.C, suspending an employee through student conduct proceedings repudiates and destroys the employee's contractual rights regarding under the BR and BX contracts. This constitutes a unilateral change with notice or opportunity to bargain.

C. The University at UC Irvine Unilaterally Changed the Terms and Conditions of Employment Regarding Employees' Rights to Protest Peacefully at the Worksite

The University unilaterally changed its campus policies on employee speech without providing notice to the UAW Local 4811 or the opportunity to bargain by issuing an interim suspension to a peaceful protester at UC Irvine. As explained above in Section III.D, the University's conduct violated employee rights under HEERA.

The University also unilaterally modified its workplace speech policy at UC Irvine on April 29, 2024, when in response to the establishment of a peaceful protest encampment, it immediately called the "the Orange County Sheriff's Department, and the police forces of Irvine, Costa Mesa and Newport. Officers in riot gear barricaded the encampment entrance."³¹ Such escalation and immediate use of outside law enforcement constitutes a unilateral change to the University's workplace speech policy in violation of HEERA, as discussed in Section II.B.

V. The University's Mass Correspondence to University Leadership Wrongfully Interferes with Employee Rights and Impermissibly Attempts to Undermine UAW Local 4811

Based on University's violent and horrendous response to the peaceful encampments, as alleged above, the UAW Local 4811 Executive Board announced to its members that UAW Local 4811 would hold a vote May 13-15 regarding whether to authorize a strike or other actions to enforce member rights *if circumstances justify*: should the University decide to curtail the right to participate in protected, concerted activity; discriminate against union members or

³¹ "UC's president had a plan to deescalate protests. How did we get a night of violence at UCLA?" *Cal Matters*, May 2, 2024, <https://calmatters.org/education/higher-education/2024/05/uc-campus-protests/>

political viewpoints; and create or allow threats to members' health and safety, among other serious unfair practices.

On or around May 6, 2024, the University issued a mass correspondence mischaracterizing UAW Local 4811's forthcoming strike authorization vote and including language intended to undermine the Union and chill protected concerted activity. (Exhibit 5, Letter from Katherine S. Newman, UC System Provost and Executive Vice President of Academic Affairs) Indeed, despite the fact that PERB has not made a determination on the matter, the University's correspondence made blanket statements that any potential action related to UAW Local 4811's anticipated strike authorization vote would be an "unlawful action" and an "unlawful work stoppage." In particular, the letter states: "As you might imagine, the University is deeply alarmed, concerned and disappointed that the UAW would choose this moment of crisis to take a vote to engage in an **unlawful work stoppage...**" (Exhibit 5, p. 1) (emphasis added) And, "[f]urther, if a strike occurs, it will be an **unlawful action** as the University has closed contracts with all UAW bargaining units that prohibit strikes, work stoppages, or other concerted activities that interfere with the University operations during the terms of the agreements." (Exhibit 5, p. 3) (emphasis added)

Although formally addressed to Academic Council Chair Steinrager, Executive Vice Chancellors and Provosts, and Vice Chancellors for Research, the letter went out to all the University leadership, including President Drake, all the Chancellors, Deputy General Counsel Woodall, all Graduate Deans, and all Labor Relations Directors. Thus, the University disseminated this language about any potential strike or work stoppage being "unlawful" to all University management bearing authority over UAW Local 4811 members' terms and conditions of employment.

At the outset, the University's presumptuous labeling of any possible strike as "unlawful" contradicts decades of settled law and interferes with the rights of UAW Local 4811 and its members to engage in protected concerted activity. The seminal U.S. Supreme Court case *Mastro Plastics Corp. v. NLRB* (1956) 350 U.S. 270 expressly found that general no-strikes clause language in a contract did not waive workers' lawful ability to engage in a strike to protest an employer's serious unfair labor practices. The U.S. Supreme Court stated, "Petitioners [the employers] argue that the words 'any strike' [in the no-strikes clause of the contract] leave no room for interpretation and necessarily include all strikes, even those against **unlawful practices** destructive of the foundation on which collective bargaining must rest. **We disagree.**" (*Id.* at p. 282, emphasis added.) The Court reasoned that the employer had no adequate basis for its broad interpretation of the no-strikes clause, especially for the lengthy duration of the contract term, as general no-strikes language is not meant to eliminate the right to strike in the face of serious unfair labor practices by the employer. (*See id.* at p. 283.) The Court ultimately declared, "we conclude that the contract did not waive the employees' right to strike solely against the unfair labor practices of their employers." (*Id.* at p. 284.) *Mastro Plastics* has been cited favorably by PERB. (*See, e.g., Modesto City Schools* (1980) PERB Order No. IR-12 at p. 3-4, n. 5 [citing *Mastro Plastics* and finding, "Rather, the work stoppage appears to be a protected response to an employer's unfair practices."]; *Mammoth Education Association* (1983) PERB Decision No. 371 at p. 40 [citing *Mastro Plastics* to distinguish between unprotected conduct and "certain protected union organized and sanctioned work stoppages taken in protest of an

employer's unfair practices"]; *Regents of the University of California (AFSCME, Local 3299)* (2019) PERB Order No. IR-62-H at p. 8 ("[W]ork stoppages that respond to district employer actions or issues" have been deemed to be protected].)

The University's characterizations of any potential strike action as "unlawful"—which has been cast as the University's official stance and disseminated to all echelons of the University's leadership—creates a chilling effect on bargaining unit members who may fear engaging in protected concerted activity knowing that the University management has already pre-determined the legality of the strike. It also attempts to undermine UAW Local 4811 by accusing it of proposing an unlawful strike, when PERB and the U.S. Supreme Court have reiterated that no-strikes clause language in a contract does not automatically create a blanket prohibition against all unfair practice strikes.

Moreover, the University's brash declaration of any potential strike's purported unlawfulness attempts to usurp **PERB's exclusive initial jurisdiction to make determinations** regarding whether a potential future strike is protected. HEERA expressly states, "The **initial determination** as to whether the charges of unfair practices are justified, and, if so, what remedy is necessary to effectuate the purposes of this chapter, shall be a matter within the **exclusive jurisdiction** of the board." (Gov. Code, § 3563.2, emphasis added.) The California Supreme Court has reiterated that PERB has the exclusive initial jurisdiction to determine whether a strike is an unfair practice and what, if any, remedies PERB should pursue. (*See San Diego Teachers Assn. v. Superior Court of San Diego County* (1979) 24 Cal. 3d 1, 14.)

Therefore, the University's publicized stance that any potential strike—including a lawful unfair practice strike—is "unlawful," prior to any determination being made by PERB, constitutes interference. University's impermissibly overbroad declaration of what it perceives to be "unlawful" is intended to dissuade workers from engaging in protected concerted activities, and to dissuade University management from supporting those workers in exercising their rights. Yet, no determination has been made by PERB, and the University must not attempt to legitimize its own stance to be a declaration of the law when only PERB has the exclusive initial jurisdiction to make such determinations.

Furthermore, although the distinction may appear to be subtle, the University's choice of the word "unlawful" as opposed to "unprotected" is significant given the circumstances surrounding the University's unfair practices—which include arresting bargaining unit members engaged in peaceful protest. "[S]trikes by public employees are **not unlawful** at common law unless or until it is clearly demonstrated that such a strike creates a substantial and imminent threat to the health or safety of the public." (*County Sanitation Dist. No. 2 v. Los Angeles County Employees' Assn.* (1985) 38 Cal.3d 564, 586, emphasis added; see also *City of San Jose v. Operating Engineers Local Union No. 3* (2010) 49 Cal.4th 597, 605.) Yet, the University conflates its concept of unprotected actions under the Act with unlawful actions. Even if the University believes that a strike would violate the no-strikes clause in the contract, as stated above, it would be up to PERB to determine whether such a strike is **protected or unprotected** under HEERA. The distinction between arguably unprotected and arguably illegal is especially more salient here given the circumstances—the University instigating arrests of peaceful protestors, denying workers their freedoms of liberty and association. Thus, the University's

labeling of any potential strike as “unlawful” is especially chilling to bargaining unit members here when the liberty of workers have already been placed in jeopardy by the University.

VI. CONCLUSION

In summary, the University has violated Cal. Gov. Code §§ 3550, 3560(e), 3565, 3570, and 3571 (a), (b), and (c), and PERB Regulation 32611(a), by:

- (1) Denying employees and the Union rights guaranteed under HEERA;
- (2) Imposing reprisals on employees, discriminating against employees, retaliating against employees, and otherwise interfering with, restraining, or coercing employees because of their exercise of employee rights guaranteed under HEERA;
- (3) Summoning the police to eject and arrest University employees at UCLA and UC San Diego in retaliation for employees in the BX/BR, PX and AR bargaining units engaging in protected concerted activity including but not limited to empowering researchers to opt out from funding sources tied to the military or oppression of Palestinians; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; and opposing the University's disparate negative treatment of employee pro-Palestine speech in the workplace;
- (4) Disciplining and suspending BX/BR bargaining unit members in retaliation for exercising their rights to engage in peaceful political protest related to their terms and conditions of employment;
- (5) Unilaterally changing the terms and conditions of employment by issuing employee discipline and suspensions to BX/BR bargaining unit members through student conduct proceedings;
- (6) Unilaterally changing the terms and conditions of employment related to employee speech at the workplace in the BX/BR, PX and AR bargaining units by summoning the police to eject and arrest non-violent employees engaged in political speech; by favoring the anti-Palestine speech of counter-protestors over the pro-Palestine speech of employees, and by prohibiting pro-Palestine speech at the worksite;
- (7) Unilaterally changing the terms and conditions of employment related to work obligations, remote instruction, security checks, and health care access in the BX/BR, PX and AR bargaining units;
- (8) Sending a mass communication that wrongfully interferes with employee rights and wrongfully attempts to undermine UAW Local 4811;
- (9) Deterring and discouraging public employees from remaining members of an employee organization by undermining the role of Local 4811 as exclusive representative.

The Union thus seeks an order finding that the University has violated HEERA and PEDD, and ordering the University to: (1) cease and desist from retaliating against employees because of their exercise of employee rights guaranteed under HEERA; (2) make whole any losses sustained by UAW bargaining unit members due to the University's reporting of the alleged criminal activity for engaging in speech related to terms and conditions of employment, including but not limited to attorneys' fees, bail, expungement, and damage to property; (3) make whole any losses sustained by UAW bargaining unit members due to the University's interim suspension of employees in response to protected concerted activity, (4) rescind the discipline issued to bargaining unit employees through student conduct proceedings, (5) rescind the University's new workplace policies related to employees speech at the workplace; (6) meet and confer in good faith with UAW Local 4811 over any changes to the University's campus speech policies or other working conditions that impact bargaining unit employees; (7) immediately send notice via email to all employees in the BX/BR Unit, PX Unit, and AR Unit indicating the University's violations of the law and PERB's remedial order, in addition to physically posting the same at all affected work sites at the University; (8) pay any applicable civil penalties; (9) pay all related attorneys' fees and costs; and 10) provide UAW Local 4811 with all other remedies PERB deems just and proper.

EXHIBIT 1

SENT VIA EMAIL

May 06, 2024

[REDACTED]
[REDACTED]
Case number: [REDACTED]

Dear [REDACTED],

The Center for Student Accountability, Growth, and Education (SAGE) received information that you co-led and participated in the encampment located on Library Walk until it was dispersed today.

INTERIM SUSPENSION

The information described above, if true, provides cause to believe that your continued presence at UC San Diego is reasonably likely to lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus.

The Vice Chancellor - Student Affairs and Campus Life approved your suspension from UC San Diego for an interim period pending student conduct proceedings regarding the above-referenced matter. This interim suspension is effective immediately. During this interim period, you are prohibited from attending any classes, entering University facilities, and participating in any University-Supported Activities, except for attending your hearing(s). Per California Penal Code Section 626.2, failure to follow this prohibition may subject you to arrest and/or a misdemeanor charge.

A hold has been placed on your student account for the duration of the interim suspension process.

INTERIM SUSPENSION HEARING

As described in Section I (7) of the UC San Diego Student Conduct Procedures, you will have an interim suspension hearing with the Interim Suspension Hearing Officer Deanna Murphy on Friday, May 10 at 10 AM (PST) via Zoom at <https://ucsd.zoom.us/j/93491229959?from=addon>.

During this hearing, they will hear from you and receive your information to determine whether your interim suspension should continue. The Interim Suspension Hearing Officer will review the information in the context of whether your presence at UC San Diego will lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus.

Attached is a copy of the supporting information for this interim action. If you have an advisor or any witnesses that you wish to bring to the hearing, please notify the Interim Suspension Hearing Officer before your hearing. Failure to appear at the hearing, after receiving this notice, will be viewed as your consent to the interim suspension pending the full student conduct process.

QUESTIONS AND RESOURCES

To review the Procedures and other helpful resources, including an FAQ and flowchart of UCSD's student conduct process, please visit the SAGE website at sage.ucsd.edu. If you need additional assistance with your case, you may contact the Office of Student Legal Services (sls.ucsd.edu) and/or the Associated Students Office of Student Advocacy (asadvocacy.ucsd.edu).

If you have any questions about your Interim Suspension, please contact Interim Suspension Hearing Officer Deanna Murphy at d2murphy@ucsd.edu.

Sincerely,

Caitlin Frank
Assistant Director - Student Compliance

cc:

Alysson M. Satterlund, Vice Chancellor - Student Affairs and Campus Life
Ben White, Director - Center for Student Accountability, Growth, and Education

**PERB Received
05/10/24 16:53 PM**

Erica Lennard, Assistant Dean - GSPA

Lamine Secka, Chief of Police - UC San Diego Police Department

Deanna Murphy, Interim Suspension Hearing Officer - Center for Student Accountability, Growth, and Education

-  [Incident Report _ 5 6 2024 _ Encampment Co_Leader.pdf](#)

EXHIBIT 2

SENT VIA EMAIL - ADDITIONAL INFORMATION

May 07, 2024

[REDACTED]
[REDACTED]
Case number: [REDACTED]

Dear [REDACTED],

The Center for Student Accountability, Growth, and Education (SAGE) received information that you co-led and participated in the encampment located on Library Walk until it was dispersed today. This notice is to follow up on your previous notice, provide additional report information received, and provide information concerning support and resources.

ADDITIONAL INFORMATION

Environmental Health and Safety reported that upon dispersement of the encampment, about 6-8 full moving trucks of tents, shade canopies, wood, and other materials were discarded. In addition, about 4 pallets of personal items were collected. Items also found included two propane cooking stoves and small propane tanks, motor oil, multiple small and large wooden shields, aerosol paint cans, uninterruptible power supplies with extension cords, and one sword.

INTERIM SUSPENSION

The information described above, if true, provides cause to believe that your continued presence at UC San Diego is reasonably likely to lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus.

The Vice Chancellor - Student Affairs and Campus Life approved your suspension from UC San Diego for an interim period pending student conduct proceedings regarding the above-referenced matter. This interim suspension is effective immediately. During this interim period, you are prohibited from attending any classes, entering University facilities, and participating in any University-Supported Activities, except for attending your hearing(s). Per California Penal Code Section 626.2, failure to follow this prohibition may subject you to arrest and/or a misdemeanor charge.

A hold has been placed on your student account for the duration of the interim suspension process.

INTERIM SUSPENSION HEARING

As described in Section I (7) of the UC San Diego Student Conduct Procedures, you will have an interim suspension hearing with the Interim Suspension Hearing Officer Deanna Murphy on Friday, May 10 at 10 AM (PST) via Zoom at <https://ucsd.zoom.us/j/93491229959?from=addon>.

During this hearing, they will hear from you and receive your information to determine whether your interim suspension should continue. The Interim Suspension Hearing Officer will review the information in the context of whether your presence at UC San Diego will lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus.

Attached is a copy of the supporting information for this interim action. If you have an advisor or any witnesses that you wish to bring to the hearing, please notify the Interim Suspension Hearing Officer before your hearing. Failure to appear at the hearing, after receiving this notice, will be viewed as your consent to the interim suspension pending the full student conduct process.

QUESTIONS AND RESOURCES

To review the Procedures and other helpful resources, including an FAQ and flowchart of UCSD's student conduct process, please visit the SAGE website at sage.ucsd.edu. If you need additional assistance with your case, you may contact the Office of Student Legal Services (sls.ucsd.edu) and/or the Associated Students Office of Student Advocacy (asadadvocacy.ucsd.edu).

If you have any questions about your Interim Suspension or any potential impacts on your Basic Needs such as housing, please contact Interim Suspension Hearing Officer Deanna Murphy at d2murphy@ucsd.edu. You may also contact the Basic Needs Hub at basicneeds.ucsd.edu.

Sincerely,

PERB Received
05/10/24 16:53 PM

Caitlin Frank
Assistant Director - Student Compliance

cc:

Alysson M. Satterlund, Vice Chancellor - Student Affairs and Campus Life
Ben White, Director - Center for Student Accountability, Growth, and Education
Erica Lennard, Assistant Dean - GEPA
Lamine Secka, Chief of Police - UC San Diego Police Department
Deanna Murphy, Interim Suspension Hearing Officer - Center for Student Accountability, Growth, and Education

-  [Incident Report _ 5 6 2024 _ Encampment Co_Leader.pdf](#)
-  [EH&S Supplement1.pdf](#)

EXHIBIT 3

UC San Diego

ACADEMIC INTEGRITY OFFICE

Suspension: Housing FAQs

1. I have been suspended but I currently live on campus. Do I have to move?

University housing is reserved only for currently enrolled students so yes, you must move out of campus housing. You should contact Housing Administrative Services and the Residence Life office of your living area to cancel your contract and make arrangements to move out prior to the start of your suspension:

<https://hdhughousing.ucsd.edu/contact-us/index.html>

2. Will I be reimbursed for my housing and dining contract?

Your housing and dining dollars will be prorated based on when you complete the move-out process. To successfully complete the move out process, you must meet all the conditions of Residence Life and Housing Administrative Services such as returning your keys and submitting your Housing Contract Termination Request. Please contact the Housing Administrative Services and the Residence Life office of your living area to make arrangements: <https://hdhughousing.ucsd.edu/contact-us/index.html>

3. I live off campus but am going to leave San Diego. What do I do about my lease?

You will need to review your lease carefully to determine your options. Depending on your lease, you may face penalties if you terminate your lease early, and you may have specific responsibilities you must meet. If you have further questions about your rights and responsibilities, Student Legal Services is a free and confidential resource:

<https://students.ucsd.edu/sponsor/student-legal/>.

4. Can I move back on campus at the end of my suspension?

You will have to apply for on-campus housing when you return from your suspension. Note that due to the limited amount of housing available on campus, you will need to add your name to the housing waitlist: <https://hdhughousing.ucsd.edu/waitlist/>

5. I need help securing off-campus housing. Who can assist me?

Off campus housing resources and information is available through the Basic Needs Hub at <https://basicneeds.ucsd.edu/housing-resources/su21-housing-resources/index.html>. If you need additional support, contact:

- a. Undergraduates - your college Dean of Student Affairs:
<https://thecolleges.ucsd.edu/about/college-resources.html>
- b. Graduate students - Assistant Dean April Bjornsen, abjornsen@ucsd.edu

PERB Received
05/10/24 16:53 PM

EXHIBIT 4



NOTICE OF INTERIM SUSPENSION LETTER

May 08, 2024

[REDACTED]

[REDACTED]

[REDACTED]

Dear [REDACTED],

This letter serves as an official notice that you are hereby placed on **Interim Suspension** from the University of California, Irvine effective immediately on May 08, 2024.

This Interim Suspension is based on allegations beginning on or around April 29, 2024 and continuing through the time of this notice you allegedly violated the following University policies specified in the *University of California Policies Applying to Campus Activities, Organizations, and Students, Use of University Properties, and Sec. 900-10: Policy on Use and Scheduling of UC Irvine Properties*:

Student Conduct Policies/102.13 Disruption - “Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other University activities.”

Student Conduct Policies/102.14 Disorderly/Lewd Conduct - “Disorderly or lewd conduct.”

Student Conduct Policies/102.15 Disturbance of Peace - “Participation in a disturbance of the peace or unlawful assembly.”

Student Conduct Policies/102.16 Failure to Comply - "Failure to identify oneself to, or comply with the directions of, a University official or other public official acting in the performance of his or her duties while on University property or at official University functions; or resisting or obstructing such University or other public officials in the performance of or the attempt to perform their duties."

Student Conduct Policies/102.27 Other - "Violation of local, state, or federal laws otherwise not covered under these standards of conduct."

Use of University Properties/40.00 F. Overnight Camping: Neither university-related persons or groups nor non-University persons or groups are permitted to camp overnight on University property.

Policy 900-10 D. 3. Scheduling offices provide the Amplified Sound - Request/Exception Form and Guidelines on Use of Amplified Sound to prospective users of campus properties. Due to the proximity of offices and classrooms, the University does not permit excessive noise during any event. The sound level should not disturb the occupants of buildings or interfere with normal University activities.

An Amplified Sound Permit must be obtained before the event and is subject to the following restrictions:

- a. Amplified sound is permitted daily between 12 pm - 1 pm only.
- b. Sound volumes must be at or below 60dB inside the surrounding buildings.

Only the Associate Vice Chancellor of Student Affairs or designee can approve exceptions to these restrictions.

Policy 900-10 D. 4. Equipment, Signs and Structures: Any free-standing structure to be constructed for an event requires approval of a detailed drawing by Environmental Health & Safety at least 10 working days prior to the event.

Date of Incident: Beginning on April 29, 2024 and continuing through the time of this notice.

Location of Incident: Between Rowland Hall and Croul Hall

Allegations: Beginning on or around April 29, 2024 and continuing through the time of this notice, [REDACTED] is alleged to have participated in and/or organized an unlawful encampment near Rowland Hall and Croul Hall on the UC Irvine campus. Specifically, [REDACTED] is alleged to have:

- disrupted University teaching, research, administration, and activities by participating in an unlawful assembly,
- failed to comply with amplified sound restrictions,
- failed to obtain an amplified sound permit,
- camped overnight on University property,
- failed to comply with directions of University personnel,
- erected a structure on campus without obtaining advance permission from Environmental Health & Safety.

Based on the information provided to the Office of Academic Integrity & Student Conduct, the alleged behavior warrants an Interim Suspension.

Interim Suspension is outlined in section 105.08 of the *University of California Policies Applying to Campus Activities, Organizations, and Students*. While on Interim Suspension, **you are directed to not appear, physically or virtually, on the UCI campus, or at any location where UCI classes or programs sponsored by UCI are taking place, including online classes, for the duration of the imposed Interim Suspension. This exclusion from UCI includes any and all University housing facilities. This exclusion does NOT include meetings with OAISC or immediately going to and from UCI Health facility, or the Student Health Center, for your scheduled medical appointments or medical emergencies. This interim suspension will remain in place until the final outcome of a Resolution Process or a subsequent disciplinary or appeal process.**

If for any reason you need to visit the campus during the period specified, you must contact OAISC at 949-824-1479 to arrange for and receive approval prior to such a visit

According to campus procedures related to Interim Suspension, the Vice Chancellor for Student Affairs has 24 hours to review and affirm or deny this imposition of the Interim Suspension.

A student placed on Interim Suspension which is also affirmed by the Vice Chancellor, Student Affairs (or designee) shall be given prompt written notice that the Interim Suspension was upheld and that the student may request, in writing, a meeting with the Vice Chancellor, Student Affairs (or designee), at vcsa@uci.edu, to challenge the Interim Suspension. The written request must be submitted within ten (10) days of the date that appears on the Notification of Interim Suspension; **May 22, 2024**. Upon receipt of the request, the student will immediately receive notice of the time, place, and date of the meeting. The Vice Chancellor, Student Affairs (or designee) shall convene this meeting within seven (7) days from the date of receipt of the request.

ADMINISTRATIVE MEETING

Please contact my office at **949-824-1479**, Monday through Friday from 9 a.m. to 5 p.m., to schedule a meeting with me as soon as possible. At this meeting, you will have the opportunity to review the information related to the incident and an opportunity to respond to the allegations.

According to the University's due process procedures, you have twelve (12) business days from the date of this letter to schedule your administrative meeting. If you do not attend your meeting by **May 24, 2024** or fail to keep an appointment, an administrative hold will be placed on your student records, prohibiting you from performing any registration transactions or using University facilities (e.g. library, recreation facilities, etc.). This hold will remain on your records until the situation is resolved. A review of the allegations and decision regarding responsibility may be conducted in your absence, should you choose not to respond/participate in an administrative meeting.

In accordance with [**§103.10.C – Administrative Holds**](#), no student shall be awarded a degree while an allegation of a policy violation is pending against that student or until any assigned Administrative Sanctions or student disciplinary conditions have been fully resolved. As such, an Administrative Hold has been placed on your student records to prevent your graduation or conferral of a diploma or degree, while this matter is pending. When the pending disciplinary matters have been resolved, this will be removed. A student may submit a written request articulating the reasons supporting removing this hold to the Office of Academic Integrity & Student Conduct (OAISC). The Director of OAISC, or their designee, shall decide whether to grant, grant in part, or deny a written request to remove a hold and their decision shall be final. The request may be submitted to conduct@uci.edu.

For further information on the conduct process, please refer to Section 103.00 of the *University of California Policies Applying to Campus Activities, Organizations, and Students*. You should also be aware that the campus standard for determining your responsibility for the violation(s) is the preponderance of the evidence.

RESOURCES & SUPPORT

Please know that there are support and assistance resources available to you on campus. These resources include:

The Office of the Ombuds provides a safe place to discuss complaints, concerns or problems. The Ombuds acts as an independent, informal, impartial, and confidential resource. The office can assist any student or faculty involved, by helping them understand their rights, and explaining policies and procedures. For more information about the Office of the Ombuds, please visit www.ombuds.uci.edu. To schedule a meeting with the Office of the Ombuds, please call (949) 824-7256.

The Counseling Center offers free and confidential short-term and crisis counseling by licensed mental health providers to all UC Irvine students on an urgent basis, or by appointment. The Counseling Center also offers certain free and confidential psychiatric services. Referrals to off-campus psychotherapeutic and psychiatric providers are also available through the Counseling Center. The Counseling Center is available Monday through Friday, 8am to 5pm. Address: 203 Student Services 1, Irvine, CA, 92697 Phone: (949) 824-6457

If you have disability-related needs and wish to request reasonable accommodations to ensure your full participation in this process, please let our office know and we will connect you to the Disability Services Center (DSC), or contact DSC at Voice: (949) 824-7494 or TTY: (949) 824-6272.

ANTI-RETALIATION POLICY

Please note that retaliation against any individual participating in this process is strictly prohibited and will not be tolerated by the University.

Please contact my office at 949-824-1479, Monday through Friday from 9 a.m. to 5 p.m., to schedule a meeting with me as soon as possible. If you do not arrange a meeting or fail to keep an appointment, an administrative hold will be placed on your records prohibiting you from using University resources. This hold will remain on your records until the situation is resolved. A review also may be conducted in your absence, should you choose not to respond.

Sincerely,

Christopher Coronel

Associate Director of Student Conduct

Office of Academic Integrity & Student Conduct

Cc: Vice Chancellor, Student Affairs

Associate Vice Chancellor/Dean of Students

Case# XXXXXXXXXX

**Office of Academic Integrity &
Student Conduct**

949-824-1479 Office
conduct@uci.edu
www.aisc.uci.edu

EXHIBIT 5



OFFICE OF THE PROVOST AND
EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS

OFFICE OF THE PRESIDENT
1111 Franklin Street, 12th Floor
Oakland, California 94607-5200

May 6, 2024

ACADEMIC COUNCIL CHAIR STEINTRAGER
EXECUTIVE VICE CHANCELLORS AND PROVOSTS
VICE CHANCELLORS FOR RESEARCH

Dear Colleagues:

The conflict in the Middle East has had a significant impact on the University of California community and around the world.

As a public institution of higher education, the University celebrates, supports, and protects the right to exercise free speech. This position is highlighted in UC's various policies, procedures, and practices, which allow for and support lawful protest activities at its locations. At the same time, the University of California must ensure that it can safely and continuously perform its educational mission, patient care duties, and operations. The University is also committed to creating a safe and inclusive space for all its community members where everyone's rights are protected and respected.

In this regard, I reaffirm President Michael V. Drake's [April 30th statement](#) that the University of California remains committed to continuing to make space available and to protect protests and demonstrations.

In the midst of ongoing activity at your locations, I am writing to express my appreciation for your steadfast commitment to our mission to deliver world-class education and research, and to providing a high-quality educational experience for every student.

Unfortunately, I am also writing to inform you that the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) authorized a strike vote, likely to be held next week, related to the ongoing campus protests and the arrests that occurred. If the strike vote is successful, UAW's Executive Board will have the authority from their members to call a systemwide strike.

As you might imagine, the University is deeply alarmed, concerned, and disappointed that the UAW would choose this moment of crisis to take a vote to engage in an unlawful work stoppage, which will result in further educational disruptions to students who experienced so many of these in recent years.

Academic continuity is essential to the education and research mission of the University of California. In the event of a strike by the UAW bargaining units, the University remains committed to fulfilling its mission of teaching and research. While I hope contingency plans will not be needed, I ask that each location prepare them nonetheless, in order to

provide to the fullest extent possible, uninterrupted services to the students, including classroom instruction, in the event of a strike. Each location should also make plans for the preservation of research materials and adherence to the terms of contracts and grants.

The contingency plans should include the following:

- Identification of key personnel and relevant offices who will take responsibility for coordination with the campus Academic Personnel, Labor Relations, and Legal offices; and
- A mechanism to ensure that if work is withheld, that the absence is accurately recorded in campus time and attendance systems.

Continuity in Instruction

We sincerely hope there will be no disruption to regular instruction. However, in the event strike activity occurs, the University has an obligation to hold all classes we have committed to provide, including lectures, discussion sections, and labs. This means there must be contingency plans for instructors of record to certify if someone is missing their sessions and that alternative instructional capacity is made available to ensure students do not lose momentum in their efforts to complete their degrees. Steps should also be taken to ensure that grades will be turned in and are not altered.

I know you will find it useful to lean on your Teaching and Learning Centers for assistance with ensuring instructional continuity. Regular communication among faculty and their chairs, as well as coordination between the administration and local divisional academic senate leadership, are critical. The scope and the scale of the disruption—should it occur—will inform the need for augmented teaching support.

Continuity of Research

We recommend that your campus Office of Research should immediately engage with Principal Investigators (PIs) to assist in minimizing any impact a strike might have on the research mission, including developing or sharing existing processes for accurately recording and reporting personnel engagement on sponsored research. Remember that personnel expenses may only be charged to sponsored research for work actually performed. Principal Investigators are likely to need resources that support research continuity, fostering alternative plans to continue research in the event of a work stoppage, preservation of research materials, and effort reporting.

Instructor of Record and Principal Investigator Responsibilities

Pursuant to Regents Bylaw 40.1, the Regents of the University of California delegated to the Academic Senate, supervision of all courses and curricula in recognition that faculty participation in the shared governance of the University of California through the agency of the Academic Senate ensures the quality of instruction, research, and public service at the University while protecting academic freedom. The Academic Personnel Manual (APM – 410-20), which underwent management consultation and systemwide review,

provides that Teaching Assistants serve “under the active direction and supervision of a regular member of the faculty to whom responsibility for the course’s entire instruction, including the performance of Teaching Assistants, has been assigned.” Accordingly, the University relies on Instructors of Record to certify the accuracy of leave-reporting for Teaching Assistants in the local Time and Attendance systems.

Principal Investigators are reminded that federal research grants are subject to Uniform Guidance (2 C.F.R. Part 200), which establishes uniform administrative requirements, cost principles, and audit requirements, in addition to agency-specific reporting and cost principles. Principal Investigators have primary responsibility for financial management and control of project funds in accordance with University and sponsor policies and procedures. This includes ensuring accurate reporting of hours worked and wages charged to sponsored agreements. Principal Investigators are required to certify the accuracy of leave-reporting by employees in the local Time and Attendance systems.

While the University respects the right of employees to withhold their labor during a lawful strike, they can only be compensated for work they actually perform. Further, if a strike occurs, it will be an unlawful action as the University has closed contracts with all UAW bargaining units that prohibit strikes, work stoppages, or other concerted activities that interfere with University operations during the terms of the agreements. Instructors of Record and Principal Investigators should contact their Office of Labor Relations or Academic Personnel in the event that they have questions.

Resources

I recognize the frustration that uncertainty brings with the end of the spring semester and commencement activities for seniors, as well as ongoing education and research at quarter locations for the spring term. It is disconcerting to everyone involved when an Instructor of Record has to implement a contingency plan to ensure that all grades are turned in, or when an Instructor of Record or Principal Investigator declines to approve inaccurate TA or GSR absence/leave reporting in the Time and Attendance system. This is not the situation any of us would want to be in, and I hope that is not what will transpire. Many members of our academic community have especially strong feelings about this.

I understand those valid concerns, and this is not easy for any of us. However, we have responsibilities to our students that we must adhere to. Refusal to hold discussion sections and office hours, or leaving students without grades indefinitely for a course they have completed, impacts their educational progress, financial aid, applications for work and graduate school, commencement, and other career plans. We owe it to them to avoid having any of those disruptions come to pass.

We will need to work together to provide guidance to faculty not only with respect to academic continuity, but to ensure that faculty do not inadvertently violate California’s Higher Education Employee Relations Act (HEERA). Attached please find a “Strike

Resource for Faculty and PI/Supervisors who Supervise Graduate Student Employees,” developed by the Systemwide Labor Relations office. The purpose of the document is to

provide Instructors of Record and Principal Investigators with a resource on how to lawfully engage with TAs and GSRs, in the event of a strike.

I am also asking the Systemwide Academic Personnel and Programs office to work closely with Academic Senate leadership to seek feedback on what, if any, additional systemwide resources or guidance is needed. I trust that each location will be engaging in the same manner with their divisional Academic Senate.

We will keep you informed in the coming days. Thank you all again for your thoughtfulness and hard work in support of our students and our academic community.

Best wishes,



Katherine S. Newman
UC System Provost and
Executive Vice President for Academic Affairs

UC Berkeley Chancellor's Distinguished Professor
of Sociology & Public Policy

Attachment

Strike Resource for Faculty Instructors of Record and Principal Investigator
Supervisors Who Supervise Graduate Student Employees

cc: President Drake
Chancellors
Academic Council Vice Chair Cheung
Executive Vice President and Chief Operating Officer Nava
Executive Vice President Rubin
Senior Vice President and Chief Compliance Officer Bustamante
Interim Senior Vice President Reese
Laboratory Director Witherell
Vice President Brown
Vice President/Vice Provost Gullatt
Vice Provost Haynes
Vice President Humiston
Vice President and Chief of Staff Kao
Vice President Lloyd
Vice President Maldonado
Vice Provosts/Vice Chancellors for Academic Personnel
Associate Vice Provost Jennings
Associate Vice Provost Lee
Associate Vice President Matella
Assistant Vice Provosts/Vice Chancellors for Academic Personnel
Chief Human Resource Officers
Graduate Deans

Executive Director Lin
Deputy General Counsel Woodall
Principal Counsel Hoppe
Chief of Staff Beechem
Deputy Chief HR Officer and Chief of Staff Henderson
Labor Relations Directors
Chief Policy Advisor McAuliffe

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is 6300 Wilshire Boulevard, Suite 2000, Los
Angeles, California 90048

On May 10, 2024, I served the Amended Unfair Practice Charge
(Date) (Description of document(s))

(Description of document(s) continued) in Case No. SF-CE-1462-H.
PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- personal delivery;
- electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

Allison Woodall
allison.woodall@ucop.edu
UCPERB@ucop.edu

Daniel Menezes
Daniel.Menezes@ucop.edu

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on May 10, 2024,
(Date)
at Los Angeles, California

(City) (State)

Emily A. Hero

(Type or print name)


(Signature)